# 1985
# COLLECTIVE AGREEMENT ANALYSIS

## DATA BASE GUIDE

**Manitoba**
**Labour**
Research and
Planning

# COLLECTIVE AGREEMENT ANALYSIS

## DATA BASE GUIDE

Research and Planning
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## TABLE OF CONTENTS


| | PAGE |
|---|---|
| Forward | 1 |
| Introduction | 2 |
| Limitations | 3 |
| Data Base Overview | 4 |
| Index of Provisions | 5 |
| Provision Details | 9 |
| Request Information | 25 |
| Sample Table | 26 |
| Request Form | 27 |

## FORWARD

Research & Planning of Manitoba Labour has been publishing an analysis of provisions contained in collective agreements negotiated in Manitoba since 1979. The publication has been available to individuals and organizations involved in the collective bargaining process and any interested parties on a regular basis. The publication has been a reliable source of up to date information on a wide variety of collective agreement provisions.

Beginning this year, this information will be delivered, at no charge, to those who need it in a new and exciting way. The goal is to fill information requests the same day they are received, and returned to the user in the following days mail. In special "emergency" situations, information may be requested by telephone and the request will be responded to as quickly as possible.

Over 140 contract provisions are broken down and grouped in various ways, making it easier for the user to obtain the specific information needed without reviewing a lengthy publication.

This "Collective Agreement Analysis Data Base Guide" contains a request form, information on how to use it and a sample of how the information you want will be returned to you. An index of provisions is provided on pages 5 to 8 of this guide as a quick reference when selecting topics you want to know more about.

Please forward requests to Manitoba Labour's Research & Planning Branch to the address below. Any questions you have concerning this new procedure can be answered by writing or telephoning:

Manitoba Labour
Room 409 Norquay Building
401 York Avenue
Winnipeg, Manitoba
R3C 0P8

Telephone: (204) 945-2491

Critical to the success of this information delivery system is its responsiveness to your needs. Your comments and any new collective agreement information you think should be in the guide will help us improve it to meet that goal.

## INTRODUCTION

Collective agreements are a valuable source of information on collective bargaining activities. The collective agreement analysis data base reports upon the findings of 144 provisions found in Manitoba collective agreements coming under provincial jurisdiction.

This year's data base contains the results of an analysis of 592 collective agreements covering 71,226 employees, in effect January 1, 1985. Employees in eight major industry sectors are affected by these collective agreements.

All agreements are classified according to the economic activity of the employer. A listing of the number of agreements and employees in various industries covered by the analysis follows:

| Industry Grouping | Number of Collective Agreements | Number of Employees |
|---|---|---|
| Mining | 8 | 2,308 |
| Manufacturing | 180 | 12,945 |
| Construction | 15 | 637 |
| Transportation, Communication and Other Utilities | 22 | 6,135 |
| Trade | 48 | 5,480 |
| Finance, Insurance and Real Estate | 5 | 914 |
| Service | 281 | 23,214 |
| Public Administration | 33 | 19,593 |
| **All Industries** | **592** | **71,226** |

Included among the 281 Service industry collective agreements are those covering school support staff, hospital and health care institution staff and university personnel. The Public Administration agreements cover municipal and provincial government employees. Collective agreements covering transit, hydro and telephone system employees are included in the Transportation, Communication and Other Utilities division.

## LIMITATIONS

The 592 collective agreements which were analyzed and make up the data base represent only a sampling of the total number of agreements in force in Manitoba. However, the sample represents a good cross section of the approximately 1,200 agreements falling under provincial jurisdiction.

The information in the data base reflects only those provisions actually mentioned in the collective agreements. The data base does not examine occupational wage and salary levels or wage rate changes.

Collective agreements falling under federal jurisidiction are not included in the analysis. (Civil service, banks, airlines, post office, railways and interprovincial trucking.)

Collective agreements between teachers and school boards are also not included. However, agreements involving school support staff (clerical, maintenance, bus drivers) have been included.

While every effort has been made to reduce the possibility of error, the actual coding of provisions in the collective agreements is performed by people and requires a certain degree of subjective interpretation.

## DATA BASE OVERVIEW

The data base is divided into five major provision groups:

1. GROUP I: MANAGEMENT RIGHTS AND UNION/EMPLOYEE SECURITY

This section details the various aspects of collectve agreements which provide for the rights and obligations of management and the union/employee. Dealt with are such provisions as regulations for the posting of job vacancies, advance notice requirements for layoffs and terminations, employee seniority rights in the event of promotions, layoffs, recalls, and illnesses, and provisions for the implementation of technological changes (32 provisions).

2. GROUP II: DAYS AND HOURS OF WORK, AND PAY PROVISIONS

Days and hours of work and pay provisions, deals with regular daily and weekly hours of work, normal work weeks (in days), weekly rest periods (for continuous operations), and flexible working hours provisions. Also dealt with are overtime compensation schemes, shift premiums, wage guarantees (for reporting, call in, and stand by pay), and other provisions dealing with pay plans such as wage incentive plans and guaranteed employment/earnings plans (23 provisions).

3. GROUP III: PAID HOLIDAYS AND VACATIONS

This section of the data base deals with, amongst others, work and service requirements for holidays and vacations. Special vacations, supplementary vacations, and vacation bonuses are also detailed here (18 provisions).

4. GROUP IV: BENEFITS AND ALLOWANCES

Leaves of absence for bereavement, education, union functions and business, and maternity leaves are included in this section. Service requirements for health and welfare benefits as well as sick leave provisions, extended medical insurance and life insurance plans, weekly sickness and accident indemnity plans, and accidental death and dismemberment plans are also included here. Allowances regarding meals, rest periods, work clothing, safety equipment, and northern or remoteness allowances form part of this group as well (52 provisions).

5. GROUP V: GRIEVANCE PROCEDURE AND MISCELLANEOUS PROVISIONS

Time limits, and procedures for special cases, such as disciplinary cases and class action grievances, are detailed here as well as provisions for compensation of officials for grievance work. Miscellaneous provisions, including those relating to industrial safety, interim agreements, sexual harassment, and moonlighting also compose part of this group (19 provisions).

The information which follows includes an index of all 144 provisions (pages 5-8) and a summary of the details which are coded for in each provision (pages 9-24).

## INDEX OF PROVISIONS


PAGE

1. GROUP I: MANAGEMENT RIGHTS & UNION/EMPLOYEE SECURITY

TABLE NO. — Management Rights and Union Security

| | | |
|---|---|---|
| 1.1 | Management Rights | 9 |
| 1.2 | Union Security - Membership | 9 |
| 1.3 | Union Security - Authorization of Dues Check-off | 9 |
| 1.4 | Union Security - Crossing of Picket Lines, etc. | 9 |

Employee Security

| | | |
|---|---|---|
| 2.1 | Length of Probationary Period After Hiring | 9 |
| 2.2 | Posting of Job Vacancies | 9 |
| 2.3 | Rate on Temporary Transfer | 9 |
| 2.4 | Advance Notice of Lay-off (or Pay in Lieu) | 10 |
| 2.5 | Minimum Service to Quality for Severance Pay or Lay-off Benefits | 10 |
| 2.6 | Severance Pay and Lay-off Benefits Plan | 10 |
| 2.7 | Supplemental Unemployment Benefit Plans (SUB) | 10 |
| 2.8 | Advance Notice of Termination | 10 |
| 2.9 | Work and Job Sharing | 10 |
| 2.10 | Contracting-Out | 10 |
| 2.11 | Older and/or Handicapped Workers | 10 |
| 2.12 | Prohibition of Lay-off | 10 |
| 2.13 | Unjust Dismissal | 10 |

Seniority

| | | |
|---|---|---|
| 3.1 | Role of Seniority on Promotions | 11 |
| 3.2 | Role of Seniority on Lay-off | 11 |
| 3.3 | Seniority Status During Lay-off | 11 |
| 3.4 | Retention and/or Accumulation of Seniority During Lay-off | 11 |
| 3.5 | Seniority on Recall | 11 |
| 3.6 | Seniority during Illness | 11 |
| 3.7 | Preferential Seniority | 11 |

Technological Change

| | | |
|---|---|---|
| 4.1 | Technological Change - Advance Notice | 11 |
| 4.2 | Technological Change - Joint Consultation | 11 |
| 4.3 | Technological Change - Employment Security | 11 |
| 4.4 | Advance Notice of Lay-off in Case of Technological Change | 11 |
| 4.5 | Reopener Clause in Case of Technological Change | 12 |
| 4.6 | Technological Change - Training or Retraining | 12 |
| 4.7 | Technological Change - Relocation Allowance | 12 |
| 4.8 | Other Reference to Technological Change | 12 |

2. GROUP II: DAYS AND HOURS OF WORK, AND PAY PROVISIONS

Days and Hours of Work

| | | |
|---|---|---|
| 5.1 | Normal Daily Hours | 13 |
| 5.2 | Normal Weekly Hours | 13 |
| 5.3 | Normal Work Week (in Days per Week) | 13 |

PAGE

5.4 Weekly Rest Period (Continuous Operation) ..... 13
5.5 Flexible Working Hours ..... 13

Overtime Pay

6.1 Overtime Compensation After Normal Daily Hours ..... 13
6.2 Overtime Compensation After Normal Weekly Hours ..... 13
6.3 Overtime Compensation on Saturday or Sixth Day (Not Normally Worked) ..... 13
6.4 Overtime Compensation on Sunday or Seventh Day (Not Normally Worked) ..... 13
6.5 Overtime on Paid Holiday ..... 14
6.6 Right to Refuse Overtime ..... 14
6.7 Equal Distribution of Overtime ..... 14
6.8 Time-off or Compensation for Overtime ..... 14

Premium Pay

7.1 Second Shift Premium Pay ..... 14
7.2 Third Shift Premium Pay ..... 14
7.3 Premium Pay for Saturday ..... 14
7.4 Premium Pay for Sunday ..... 14

Pay Guarantees

8.1 Reporting Pay ..... 14
8.2 Call-in (back) Pay ..... 14
8.3 Stand-by Pay ..... 14
8.4 Guaranteed Employment or Earnings ..... 15
8.5 Wage Incentives (Includes Profit-Sharing) ..... 15
8.6 Pay on Day of Injury ..... 15

3. GROUP III: PAID HOLIDAYS/VACATIONS

Paid Holidays

9.1 Minimum Service for Paid Holidays ..... 16
9.2 Work Requirement for Paid Holidays ..... 16
9.3 Number of Paid Holidays ..... 16
9.4 Holiday on Saturday or Sixth Day ..... 16
9.5 Holiday on Sunday or Seventh Day ..... 16
9.6 Holiday on Scheduled Day-off (No reference to Saturday or Sunday) ..... 16

Paid Vacation

10.1 2 weeks ..... 16
10.2 3 weeks ..... 17
10.3 4 weeks ..... 17
10.4 5 weeks ..... 17
10.5 6 weeks ..... 17
10.6 7 weeks ..... 17
10.7 8 weeks ..... 17
10.8 Vacation - Election ..... 17

PAGE

10.9 Holiday within Vacation Period ..... 17
10.10 Supplementary (Special) Vacation ..... 17
10.11 Vacation Bonus ..... 17

4. GROUP IV: BENEFITS AND ALLOWANCES

Leave of Absence

11.1 Bereavement Leave ..... 18
11.2 Funeral (Pallbearer) Leave ..... 18
11.3 Travelling Time (Bereavement Leave) ..... 18
11.4 Union Functions ..... 18
11.5 Full-time Union Duties ..... 18
11.6 Jury Duty ..... 18
11.7 Paternity Leave ..... 18
11.8 Adoption ..... 18
11.9 Education ..... 18
11.10 Sick Family Member Care Leave ..... 18

Maternity Leave

12.1 Service Requirement for Maternity Leave ..... 19
12.2 Maximum Duration of Maternity Leave ..... 19
12.3 Seniority During Maternity Leave ..... 19
12.4 Retention and/or Accumulation of Seniority During Maternity Leave ..... 19
12.5 Number of Sick days Applied to Maternity Leave ..... 19
12.6 Maternity Leave with Pay ..... 19

Health and Welfare

13.1 Service Requirements for Health and Welfare Benefits (Sick Leave Requirement Only) ..... 19
13.2 Service Requirements for Health and Welfare Benefits (For All Other Benefits) ..... 19
13.3 Number of Days Paid Sick Leave Per Year ..... 19
13.4 Maximum Accmulation of Unused Sick Leave ..... 19
13.5 Reimbursement of Unused Sick Leave on Termination of Employment ..... 20
13.6 Reimbursement of Unused Sick Leave on Retirement ..... 20
13.7 Reimbursement of Unused Sick Leave on Death ..... 20
13.8 Extended Medical Benefits - Employer's Contribution ..... 20
13.9 Weekly Sickness and Accident Indemnity - Employer's Contribution ..... 20
13.10 Maximum Amount of WSAI Benefit ..... 20
13.11 Maximum Duration of WSAI ..... 20
13.12 AD and D - Employer Contribution ..... 20
13.13 Amount of AD and D Benefits ..... 20
13.14 Life Insurance - Employer Contribution ..... 20
13.15 Amount of Life Insurance Benefit ..... 20
13.16 Long Term Disability Plan ..... 20
13.17 Pre-Retirement Leave ..... 20
13.18 VDT - Entitlement to Eye Examination ..... 21
13.19 VDT - Right to Alternative Work for Pregnant Operator ..... 21
13.20 VDT - Period of Alternative Work ..... 21

| | | PAGE |
|---|---|---|
| 13.21 | Workers' Compensation Pay Supplements | 21 |
| 13.22 | Maximum Period of Workers' Compensation Pay Supplements | 21 |
| 13.23 | Dental Plan - Employer Contribution | 21 |
| 13.24 | Optical Care Plan | 21 |
| 13.25 | Alcohol and Drug Addition Plan | 21 |
| | Other Allowances | |
| 14.1 | Rest Period | 21 |
| 14.2 | Paid Wash-Up Time | 21 |
| 14.3 | Meal Allowance and/or Paid Meal Period | 21 |
| 14.4 | Work Clothing or Uniforms | 21 |
| 14.5 | Allowance for Tools | 22 |
| 14.6 | Safety Equipment and/or Protective Clothing | 22 |
| 14.7 | Moving Expense | 22 |
| 14.8 | Northern Allowance, etc. | 22 |
| | COLA | |
| 15.1 | COLA - Escalator Clause | 22 |
| 15.2 | COLA - Frequency of Review | 22 |
| 15.3 | Method of Calculating COLA Adjustments | 22 |
| 5. | GROUP V: GRIEVANCE PROCEDURES AND OTHER MISCELLANEOUS PROVISIONS | |
| | Grievance Procedures | |
| 16.1 | Employee Grievance - Initial Presentation | 23 |
| 16.2 | Employee Grievance - Time Limit to Initiate | 23 |
| 16.3 | Special Grievance Procedure in Disciplinary Case | 23 |
| 16.4 | Grievance Procedure for Class Actions | 23 |
| 16.5 | Grievance of Job Classification or Re-Classification | 23 |
| 16.6 | Number of Arbitrators | 23 |
| 16.7 | Compensation for Grievance Work | 23 |
| | Miscellaneous | |
| 17.1 | Industrial Safety | 23 |
| 17.2 | Training or Retraining (Not Related to Technological Change) | 23 |
| 17.3 | Interim Agreement Provisions | 24 |
| 17.4 | Reopener Clause - Subject Matter | 24 |
| 17.5 | Union Participation in Job Evaluation | 24 |
| 17.6 | Compensation of Union Officials in Negotiations | 24 |
| 17.7 | Sexual Harassment | 24 |
| 17.8 | Legal Insurance | 24 |
| 17.9 | Part-Time Employee Pro-Rating of Benefits | 24 |
| 17.10 | Equal Pay for Work of Equal Value | 24 |
| 17.11 | Interest on Retroactive Pay | 24 |
| 17.12 | Moonlighting | 24 |

## PROVISION DETAILS

### GROUP I: MANAGEMENT RIGHTS & UNION/EMPLOYEE SECURITY

**1.1 Management Rights Provisions**

- Covers clauses setting forth the rights reserved by the employer. These may be asserted in broad general terms or in a list of specific terms. Residual rights clauses emphasize that listing of specific rights shall not be deemed to exclude other rights not enumerated.

**1.2 Union Security - Membership**

- Applies to agreement provisions regarding union membership as a condition of employment.

- Includes closed shop, union shop, modified union shop, and maintenance of membership provisions.

**1.3 Union Security - Authorization of Dues Check-off**

- Applies to the practice of the employer deducting union dues and other financial obligations from an employee's wage for the union (compulsory in Manitoba - Labour Relations Act).

**1.4 Union Security - Crossing of Picket Lines, Refusal to Handle Hot Cargoes**

- Applies to provisions relating employee's right to refuse to cross picket lines or handle hot cargoes (generally granted in sections 12 & 13 in Labour Relations Act).

**2.1 Length of Probationary Period After Hiring**

- Provision for a probationary or trial period for new employees before they acquire seniority. During this period, the employer is usually free to dismiss an employee if he/she proves to be unsatisfactory.

**2.2 Posting of Job Vacancies**

- Job posting refers to the listing of available jobs, usually on a bulletin board, so that employees may bid on promotion or transfer.

**2.3 Rate on Temporary Transfer**

- Refers to temporary transfers requested by the employer, and does not refer to permanent or employee initiated transfers (may be to either higher or lower rated jobs).

**2.4 Advance Notice of Layoff (or Pay in Lieu) to Employees**

- Refers to clauses requiring employer to give advance notice of layoff to affected employees.

- "Layoff" is involuntary separation from employment, resulting through no fault of employee.

**2.5 Minimum Length of Service to Qualify for Severance Pay or Layoff Benefits Plan**

**2.6 Severance Pay and Layoff Benefits Plans (other than S.U.B.)**

- Refers to pay plans providing a monetary payment to employees whose employment is terminated.

**2.7 Supplemental Unemployment Benefit (S.U.B. Plans)**

- Plans providing weekly payments to employees on layoff to supplement government unemployment insurance benefits. (Employee must remain unemployed.)

**2.8 Advance Notice of Termination (or Pay in Lieu) to Employees**

- Refers to termination for other than cause. (Does not apply to discharge, dismissal or suspension due to disciplinary action.)

**2.9 Work and Job Sharing**

- Work sharing provides for existing work to be spread by reducing work hours among all employees as an alternative to layoff of some employees.

- Job sharing arrangements permit two or more employees to share a job.

**2.10 Contracting-Out**

- Refers to employer practice of giving an outside firm work which would have or could have been done by his own employees.

**2.11 Older and/or Handicapped Workers**

- Refers to transferring older or handicapped workers to lighter or more suitable jobs.

**2.12 Prohibition of Layoffs During Term of Collective Agreement**

**2.13 Unjust Dismissal - Just Cause Provisions**

- Refers to providing job security against arbitrary discipline or dismissal. Allows the employee to file a grievance against unjust disciplinary actions.

**3.1 Role of Seniority in Promotions**

- Refers to what role, if any, seniority plays in getting promotions.

**3.2 Role of Seniority in Layoff**

- Refers to the role seniority plays when reductions in the work force are necessary.

**3.3 Seniority Status During Term of Layoff**

- Refers to whether or not seniority is retained and/or accumulated during term of layoff.

**3.4 Retention and/or Accumulation of Seniority During Term of Layoff**

- Refers to the number of months an employee can be laid off before seniority rights expire.

**3.5 Role of Seniority in Recall Procedure**

- Refers to the role of seniority when bringing laid off workers back to work.

**3.6 Retention of Seniority During Illness**

- Refers to retention, and not accumulation, of seniority during illness.

**3.7 Preferential Seniority for Union Officials and/or Employees with Special Skills**

- Refers to a position on the senority list, usually reserved to union stewards or key exceptional employees, ahead of what the employee would acquire solely on the basis of service or other general seniority factors.

**4.1 Technological Change - Advance Notice**

- Refers to provisions requiring an employer to inform employees or the union of impending introduction of changes in machinery, equipment, or processes.

**4.2 Technological Change - Joint Consultation**

- Refers to provisions requiring employer to discuss or consult on possible effects of planned technological change.

**4.3 Technological Change - Employment Security**

- Refers to provisions guaranteeing maintenance of current wage rate if required to do work of a lower classifed job. Also refers to attrition and work re-distribution to limit the abolition of jobs.

**4.4 Advance Notice of layoff in Case of Technological Change**

**4.5 Reopener Clause in Case of Technological Change**

- Refers to reopening of collective agreement to negotiate possible effects of technological change

**4.6 Technological Change - Training or Retraining**

- Refers to provisions committing the employer to give certain employees affected by technological change an opportunity to qualify for available jobs through training or retraining.

**4.7 Technological Change - Relocation Allowance**

- Refers to relocation from one plant to another in different cities, provinces, etc. due to lack of work because of technological change.

**4.8 Other Reference to Technological Change**

- Includes reference to severance pay in case of technological change.

GROUP II: DAYS AND HOURS OF WORK, AND PAY PROVISIONS

**5.1 Normal Daily Hours**

- Includes paid meal and rest periods and similar paid time allowances. Eight hours per day are the standard hours of work for an employee under Manitoba legislation.

**5.2 Normal Weekly Hours**

- 40 hours per week are the standard hours of work for an employee under Manitoba legislation.

**5.3 Normal Work Week (in days per week)**

- Refers to the number of full and half days worked by individual full time employees.

**5.4 Weekly Rest Period - Continuous Operation**

- Refers to the number of continuous days off an employee is allowed. This provision only applies to continuous operation situations.

**5.5 Flexible Working Hours**

- Includes variable starting and quitting times, compressed workweeks and time banking.

**6.1 Overtime Compensation After Normal Daily Hours**

- Standard overtime rate in Manitoba is one and one half times the regular rate of pay, generally paid for all hours worked in excess of eight in a day.

**6.2 Overtime Compensation After Weekly Hours**

- Same as 6.1 except overtime is paid for all hours worked in excess of 40 hours a week.

**6.3 Overtime Compensation on Saturday or Sixth Day (Not Normally Worked)**

- See 6.1 and 6.2

**6.4 Overtime Compensation on Sunday or Seventh Day (Not Normally Worked)**

- See 6.1 and 6.2

**6.5 Overtime Rates for Work on a Paid Holiday**

- Provision applies to unscheduled work hours (when an employee is required to work on a paid holiday not normally worked). Under the Employment Standards Act, employees who are required to work on a paid general holiday must be paid their regular wages for that day, plus one and one half times the regular rate of pay for all hours worked on the general holiday.

**6.6 Right to Refuse Overtime**

- Refers to provisions dealing with acceptance or imposition of overtime work. Under the Employment Standards Act, management rights do not include any implied right to require an employee to work overtime.

**6.7 Equal Distribution of Overtime Among Employees**

**6.8 Time off or Compensation for Overtime**

- Refers to how overtime is to be compensated; pay, time off, or a combination of the two.

**7.1 Shift Premium (Second Shift)**

- Refers to a premium paid to workers other than the day shift to compensate them for inconvenient working hours. It may be expressed hourly, daily, weekly, monthly, or as a percentage.

**7.2 Shift Premium (Third Shift)**

- Same as 7.1 except usually refers to hours worked between 12 midnight and 8 a.m.

**7.3 Premium Pay for Regularly Scheduled Work on Saturday**

**7.4 Premium Pay for Regularly Scheduled Work on Sunday**

**8.1 Reporting Pay Guarantees**

- Refers to a guaranteed minimum amount of hours of work or pay in lieu of work if he/she reports for work on his regular schedule.

**8.2 Call-in (back) Pay Guarantee**

- Refers to a guaranteed amount of pay or hours of work if an employee is called back after he/she has gone home, or if called into work before normal scheduled hours.

**8.3 Stand-by Pay**

- Refers to an allowance granted to a worker available or "on call" for work outside their regular working hours.

**8.4 Guaranteed Employment or Earnings**

- Refers to provisions which guarantee work or pay for certain period of time. It excludes supplemental unemployment benefit plans, but includes "short week benefits".

**8.5 Wage Incentives**

- Refers to group incentive, piece rate, and profit sharing plans which relate earnings to workers to their actual production individually or as a group.

**8.6 Pay on Day of Injury**

- Refers to whole or partial payment for remainder of day or shift in the event of injury.

GROUP III: PAID HOLIDAYS/VACATIONS

**9.1 Eligibility for Paid Holidays - Minimum Service**

- Refers to the number of days of service required to qualify for the paid holiday. The Employment Standards Act states that in order to qualify for a general holiday with pay, an employee must have worked 15 of the 30 calendar days immediately prior to the holiday.

**9.2 Work Requirements for Holiday Pay**

- Refers to the requirement of being eligible for work the day prior to and the day after the holiday (vacation time, sick leaves, and authorized leaves are considered as being eligible). Under the Employment Standards Act, an employee must be available for work on both the day before and the day after the holiday to qualify for general holiday pay.

**9.3 Number of Paid Holidays Per Year**

- Under the Employment Standards Act there are seven paid general holidays (New Year's Day, Good Friday, Victoria Day, Dominion Day, Labor Day, Thanksgiving Day and Christmas Day).

**9.3A Non Legislated Paid Holidays**

- Identifies by name those whole and half day paid holidays that are granted beyond the legislative requirement.

**9.4 Pay for Holiday Falling on Saturday or 6th Day (not normally worked)**

- Refers to procedure for dealing with holiday falling on Saturday or 6th day.

**9.5 Pay for Holiday Falling on Sunday or Seventh Day (not normally worked)**

- See 9.4

**9.6 Provision Concerning Paid Holiday Falling on Scheduled Day off (no reference to Saturday or Sunday)**

- Under the Employment Standards Act, where a general holiday falls on a non-working day for an employee, that employee is entitled to a day off with pay at some future date.

**10.1 Length of Service for Two Weeks Paid Vacation**

- Refers to minimum length of service required to qualify for <u>two</u> weeks paid vacation.

- The Vacations with Pay Act requires that employees receive two weeks paid vacation after one year of service.

**10.2 Length of Service for Three Weeks Paid Vacation**

- Refers to minimum length of service required to qualify for three weeks paid vacation. The Vacations with Pay Act requires employees receive three weeks vacation after five years of service with the same employer.

**10.3 Length of Service for Four Weeks Paid Vacation**

- Minimum service required for four weeks paid vacation

**10.4 Length of Service for Five Weeks Paid Vacation**

**10.5 Length of Service for Six Weeks Paid Vacation**

**10.6 Length of Service for Seven Weeks Paid Vacation**

**10.7 Length of Service for Eight Weeks Paid Vacation**

**10.8 Paid Vacation - Election**

- Refers to any provision conferring a right to an employee to select his/her vacation time.

**10.9 Paid Holiday Falling within Annual Vacation Period**

- The Vacation with Pay Act provides that a vacation may be lengthened by that day or another day off with pay may be taken at a later date.

**10.10 Supplementary Vacation with Pay (Special Vacation)**

- Refers to agreements providing extra weeks of paid vacation supplementing the regular annual allowance.

**10.11 Vacation Bonus**

- Refers to money rather than time. Provision refers to extra payments to employees in addition to their normal vacation pay.

GROUP IV: BENEFITS AND ALLOWANCES

**11.1 Paid Bereavement Leave**

- Applies to agreements providing for paid bereavement leave (excluding travelling time).

**11.2 Funeral (Pallbearer) Leave**

- Applies to the maximum amount of funeral (pallbearer) leave provided for in the agreement (excluding travelling time).

**11.3 Travelling Time - Bereavement/Funeral Leave**

- Refers to clauses providing for travelling time provisions included over and above regular bereavement leave when the employee has to travel a long distance.

**11.4 Leave of Absence for Union Functions**

- Refers to short-term leaves of absence granted to employees to attend union conventions, conferences, delegations, or to take care of special union business.

**11.5 Leave of Absence for Full-Time Union Duties**

- Refers to extended leaves of absence granted to employees to work full-time for the union.

**11.6 Pay for Leave of Absence on Jury Duty and/or Court Witness**

- Refers to paid leave of absence granted to those employees required to appear in court as a witness or to serve as a juror.

**11.7 Paternity Leave**

- Refers to number of weeks of paid/unpaid paternity leave granted to employees.

**11.8 Adoptive Leave**

- Refers to number of weeks granted for adoptive leave of absence (paid or unpaid).

**11.9 Leave of Absence - Education**

- Refers to educational leave for an extended period, in a more formal sense.

**11.10 Sick Family Member Care Leave**

- Covers those provisions where an employee is allowed to utilize accumulated sick leave with pay for the purpose of attending to a sick relative who resides with the employee. (May be a requirement that person to be cared for is a member of the immediate family and that no one else is available to care for that person.)

**12.1 Service Requirement for Maternity Leave**

- Refers to the number of months of service an employee must complete to qualify for maternity leave. The Employment Standards Act provides for basic maternity leave after 12 consecutive months' service with the employer.

**12.2 Maximum Duration of Maternity Leave**

- Refers to the total amount of leave granted both before and after birth. The Employment Standards Act provides for a basic leave of 17 weeks as long as the employee has 12 consecutive months of service with the employer.

**12.3 Seniority Status During Maternity Leave**

- Refers to retention/accumulation of seniority during maternity leave

**12.4 Retention and/or Accumulation of Seniority During Maternity Leave**

- Refers to number of weeks of maternity leave after which seniority rights expire.

**12.5 Number of Sick Days Applied to Maternity Leave**

- Refers to maximum number of sick days allowed to be applied to maternity leave.

**12.6 Maternity Leave with Pay**

- Refers to maternity leave with full or partial pay above and beyond the statutory benefits provided by unemployment insurance.

**13.1 Minimum Service Requirements to Qualify for Health and Welfare Benefits (for sick leave only)**

- Refers to number of months service required in order to qualify for sick leave benefits.

**13.2 Minimum Service Requirements to Qualify for Health and Welfare Benefits (excluding sick leave)**

- Refers to number of months service required in order to qualify for health and welfare benefits other than sick leave.

**13.3 Number of Days Paid Sick Leave per Year**

- Refers to time off work for reasons due to illness (granted with pay).

**13.4 Maximum Accumulation of Unused Sick Leave**

- Refers to the maximum number of days of unused sick leave allowed to accumulate.

**13.5 Reimbursement of Unused Sick Leave on Termination of Employment**

- Refers to full/partial pay for unused sick leave upon employee's termination.

**13.6 Reimbursement of Unused Sick Leave on Retirement**

- Refers to full/partial pay for unused sick leave upon employee's retirement.

**13.7 Reimbursement of Unused Sick Leave on Death**

- Refers to full/partial pay for unused sick leave upon employee's death.

**13.8 Extended Medical Benefits Plan - Employer's Contribution**

- Refers to actual percentage of premium paid by employer (e.g. blue cross, ambulance, semi private hospital room).

**13.9 Employer Contribution to Weekly Sickness and Accident Indemnity Plan.**

- Refers to an insurance scheme offering mid-range protection to employees suffering sickness or disability for periods falling in between the coverage of plans offering short term and long term protection.

**13.10 Maximum Amount of Weekly Sickness and Accident Benefit**

**13.11 Maximum Duration of Weekly Sickness and Accident Indemnity (in Weeks)**

**13.12 Employer Contribution to Accidental Death and Dismemberment Plan**

- Refers to actual percentage of premium paid by employer

**13.13 Amount of Accidental Death and Dismemberment Plan Benefits**

**13.14 Employer Contribution to Life Insurance Plan**

- Refers to a program designed to provide low-cost protection to large groups of employees through a plan, generally negotiated with an insurance company, to cover the event of death of an employee.

**13.15 Amount of Life Insurance Benefits**

**13.16 Long Term Disability Plan**

**13.17 Pre-Retirement Leave**

- Refers to allowing employees to take time off prior to retirement. This gives an employee an adjustment period before actual retirement.

**13.18 Video Display Terminals - Entitlement to Eye Examination**

- Refers to allowing employees to have their eyes examined if they are required to regularly work directly with video display terminals.

**13.19 Video Display Terminals - Right to Alternative Work for Pregnant Operators**

- Refers to allowing pregnant operators to be temporarily reassigned such that they will not have direct contact with V.D.T.'s.

**13.20 Video Display Terminals - Period of Alternative Work**

- Refers to allowing V.D.T. operators break periods after operating V.D.T.'s for certain periods of time.

**13.21 Workers' Compensation Pay Supplements**

- Refers to provisions calling for the employer to supplement payments from workers' compensation as a result of a job-connected injury.

**13.22 Maximum Period of Workers' Compensation Pay Supplements (in months)**

**13.23 Dental Plan - Employer's Contribution**

- Refers to actual percentage of plan paid by employer.

**13.24 Optical Care Plan**

**13.25 Alcohol and Drug Addiction Plan/Program**

**14.1 Rest Period**

- Refers to a brief interruption in the workday, during which the employee rests or takes refreshments without loss of pay. (coffee breaks, relief periods)

**14.2 Paid Wash-Up Time**

- Refers to both personal and machine or work area clean up (includes wash-up, clean-up, or changing of clothes).

**14.3 Meal Allowance and/or Paid Meal Period**

- Refers to providing employees with a meal allowance and/or a paid meal period under different circumstances. A regulation in the Employment Standards Act states that an employer must provide not less than a one hour meal period after five hours of consecutive work.

**14.4 Supply of Work Clothing or Uniforms**

- Refers to supplying employees with work clothing or uniforms at some or no cost.

**14.5 Allowance for Tools**

- Refers to supplying tools to employees at some or no cost.

**14.6 Allowance for Safety Equipment and/or Protective Clothing**

- Refers to agreements requiring the employer to furnish items of safety equipment and protective clothing (safety classes, safety shoes, etc.).

**14.7 Moving Expenses**

- Refers to employer paying for all or part of moving expenses.

**14.8 Northern Allowance, Northern Housing, Isolation Pay**

**15.1 Cost of Living Provision (Escalator Clause)**

- Refers to cents per hour or percentage payments made to workers through the operation of cost of living adjustments.

**15.2 Cost of Living Provision - Frequency of Review**

- Refers to the frequency with which wages are to be adjusted to compensate for changes in the cost of living.

**15.3 Method of Calculating Cola Adjustments**

- Refers to method of calculating cola adjustments (eg. cents per hour, amount per week, amount per month, percentage adjustment, etc.).

GROUP V: GRIEVANCE PROCEDURES AND OTHER MISCELLANEOUS PROVISIONS

**16.1 Employee Grievance - Initial Presentation**

- Refers to the first relaying of a grievance to management.

**16.2 Employee Grievance - Time Limit to Initiate**

- Refers to the maximum period allowed between the time of the awareness of the incident and the time of presentation to some management official.

**16.3 Special Grievance Procedure in Disciplinary or Dismissal Cases**

- Refers to a grievance procedure different from the normal procedure (ie. shorter, faster).

**16.4 Grievance Procedure for Class Action**

- Refers to a grievance brought forward by the union on behalf of a group or class of employees.

**16.5 Grievance of Job Classification or Re-Classification**

- Refers to any specific statement permitting the union to bring a grievance against an employer who establishes or modifies a job classification.

**16.6 Arbitration - Number of Arbitrators**

- Refers to whether a single arbitrator, or a board of arbitrators is to be used during arbitration.

**16.7 Compensation for Grievance Work**

- Refers to whether or not union officials are remunerated for their work in the grievance procedure.

**17.1 Industrial Safety**

- Refers to those agreements having safety programs and/or safety committees.

**17.2 Training or Retraining (not Related to Technological Change)**

- Refers to agreements providing for on the job training, apprenticeship programs, etc. as well as tuition/financial assistance.

**17.3 Interim Agreement Provisions**

- Refers to clauses which state that all or some of the collective agreement provisions are deemed to be in effect during the time when one agreement expires and the subsequent agreement comes into effect.

**17.4 Reopener Clause - Subject Matter**

- Refers to permitting the parties to reopen the agreement during its term for further negotiations to meet economic and other conditions prior to the actual expiration of the agreement.

**17.5 Job Evaluation Provisions and Union Participation in Classifying and Re-Classifying Jobs**

- Refers to formal job evaluation plans and whether or not the union participates.

**17.6 Compensation of Union Officials in Negotiation of Collective Agreements**

- Refers to whether or not union officials receive time off without loss of pay for negotiation work during regular hours of work.

**17.7 Sexual Harassment**

- Refers to clauses which specifically state that sexual harassment is a recognizable form of discrimination on the basis of sex, and as such it will not be condoned or tolerated.

**17.8 Legal Insurance**

- Refers to clauses guaranteeing legal protection for an employee who is sued while in the process of performing scheduled regular work.

**17.9 Part-Time Employees - Pro-rating of Benefits.**

- Refers to whether or not part-time employees receive benefits on a pro-rated basis.

**17.10 Equal Pay for Work of Equal Value**

- Refers to the value of work based on a composite of the skill, effort, and responsibility required in the performance of the work and the conditions under which the work is performed.

**17.11 Interest Paid on Retroactive Pay**

- Refers to whether or not interest is paid along with any retroactive pay due to employees.

**17.12 Moonlighting**

- Refers to the practice of holding more than one paid job at a time.

## REQUEST INFORMATION

To request information on particular provisions, users are asked to complete the request form on page 27 and mail to:

Research & Planning
Manitoba Labour
409 -401 York Avenue
Winnipeg, Manitoba
R3C 0P8

To select provisions, users should refer to the index of provisions section of the guide on pages 5 to 8. A more detailed description of a provision can be found by referring to the page number listed in the index of provisions. When using the request form users are asked to write down the appropriate table numbers listed in the index. If information on a particular industry is required, please check the appropriate box on the request form.

When responding to requests, information is usually presented in a standard format (an example is provided on page 26) which provides the number of agreements in which the provision appears and the number of employees for which the provision applies. The information is based on an "All industries" total which represents all the agreements in the data base. Research & Planning will attempt to respond to requests the same day it is received, and forward the completed table(s) the next day. There will be no charge for any table(s) provided.

## OPTIONS

The information in the data base can be broken down by geographical area, by firm size, by occupation, by union, by duration of agreement or by public sector/private sector.

Due to the complexity of the data base and the numerous ways in which information can be broken down, users with specific requests are asked to contact Research & Planning at (204) 945-2491. Research & Planning staff will provide technical assistance in tailoring the request to meet the needs of the user.

Note: It may not be possible to produce detailed option information for each request. In some cases, there may be no agreements in a particular geographic area, firm size and industry grouping. The more detailed the request, the less likely it is that information will be available.

SAMPLE TABLE

10.3 LENGTH OF SERVICE FOR FOUR WEEKS PAID VACATION

| CATEGORY | TYPE OF PROVISION | NUMBER OF EMPLOYEES | NUMBER OF AGREEMENTS |
|---|---|---|---|
| ALL INDUSTRIES | No provision | 2,794 | 63 |
| | Less than 1 year | 1,474 | 2 |
| | 1 to 3 years | 14,158 | 36 |
| | 4 years | 10,718 | 94 |
| | 5 years | 6,213 | 49 |
| | 6 to 7 years | 1,377 | 27 |
| | 8 years | 5,968 | 63 |
| | 9 years | 12,079 | 64 |
| | 10 years | 7,749 | 90 |
| | 11 to 12 years | 4,797 | 62 |
| | 13 to 16 years | 2,977 | 33 |
| | 18 to 20 years | 922 | 9 |
| | Cannot determine | - | - |
| | Other | - | - |
| | TOTAL | 71,226 | 592 |

## COLLECTIVE AGREEMENT ANALYSIS REQUEST FORM

Please fill in the appropriate boxes and mail the completed form to:

Research & Planning
Manitoba Labour
409 - 401 York Avenue
Winnipeg, Manitoba
R3C 0P8

If you have any questions regarding the collective agreement analysis or the type of information available in the data base please call (204) 945-2491.

NAME: _____

ADDRESS: _____

_____

PHONE: _____

Provisions requested (use table numbers assigned in the index of provisions on pages 5 - 8 of the Data Base Guide) (e.g., 12.1, 13.3, etc.)

_____

_____

_____

The information can be broken down into industry groupings. Please check the appropriate box. If no industry grouping is selected, provisions are produced in a standard "All Industries" format. Please refer to page 26 of the Data Base Guide for an example of the standard format.

- ☐ Mining
- ☐ Manufacturing
- ☐ Construction
- ☐ Transportation, Communications and Other Utilities
- ☐ Trade
- ☐ Finance
- ☐ Service
- ☐ Public Administration

## OPTIONS

Please refer to page 25 of the Data Base Guide for instructions on how to request detailed breakdowns on selected provisions. After selecting a particular option, please phone Research & Planning at (204) 945-2491 to clarify your request requirements.